

# ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 12/12/2011		2. CONTRACT NO. (If any) GS354381G		6. SHIP TO: a. NAME OF CONSIGNEE John Shirey	
3. ORDER NO. EP-G12H-00036		4. REQUISITION/REFERENCE NO. PR-OEI-12-00197			
5. ISSUING OFFICE (Address correspondence to) HPOD US Environmental Protection Agency Ariel Rios Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460				b. STREET ADDRESS OEI/OIAA/IAD-RTP 109 T.W. Alexander Dr. Mailcode N127-05	
				c. CITY Research Triangle Park	d. STATE NC
				e. ZIP CODE 27709	
7. TO: (b)(4)		f. SHIP VIA			
a. NAME OF CONTRACTOR COMPUTER SCIENCES CORPORATION		8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY REFERENCE YOUR:  Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.  Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.			
b. COMPANY NAME					
c. STREET ADDRESS 7900 HARKINS ROAD 7036413735					
d. CITY LANHAM	e. STATE MD	f. ZIP CODE 207062293			
9. ACCOUNTING AND APPROPRIATION DATA See Schedule		10. REQUISITIONING OFFICE OEI/Info Analysis & Access/IAD			

11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> h. ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)				12. F.O.B. POINT	
13. PLACE OF a. INSPECTION Destination		b. ACCEPTANCE Destination		14. GOVERNMENT B/L NO.	
				15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
				16. DISCOUNT TERMS	

## 17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 883778896 TOPO: John Shirey Max Expire Date: 12/11/2013  Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:						
	a. NAME RTP Finance Center						\$146,944.75
	b. STREET ADDRESS (or P.O. Box) US Environmental Protection Agency RTP-Finance Center (D143-02) 109 TW Alexander Drive						
c. CITY Durham		d. STATE NC	e. ZIP CODE 27711				17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature)

23. NAME (Typed)  
Nicole Schuller  
TITLE: CONTRACTING/ORDERING OFFICER

**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

PAGE NO

2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER

CONTRACT NO.

ORDER NO.

12/12/2011

GS354381G

EP-G12H-00036

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<p>Admin Office: HPOD US Environmental Protection Agency Ariel Rios Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460 Period of Performance: 12/12/2011 to 12/11/2012</p> <p>SES3 Task Order EP-G12H-00036, User Support &amp; Consulting for Web Content Management System (WebCMS2) is issued under EPA BPA 0775 in accordance with Computer Sciences Corporation quote dated December 5, 2011.</p> <p>Base Year: 12/12/11 thru 12/11/12 Ceiling (inclusive of ODCs): \$146,944.75 Labor Hours Not to Exceed 1,800 total hours ODC ceiling (inclusive of administrative fees): \$(b)(4) Fully Funded Obligation Amount \$146,944.75 Incrementally Funded Amount: \$26,411.00</p> <p>Accounting Info: 11-12-B-18AA-401HD8C-2505-12H2AHE002-0 01 BFY: 11 EFY: 12 Fund: B Budget Org: 18AA Program (PRC): 401HD8C Budget (BOC): 2505 Job #: LJHM0000 DCN - Line ID: 12H2AHE002-001 Funding Flag: Complete Funded: \$26,411.00</p>				146,944.75	
0002	<p>Option Period I: 12/12/12 thru 12/11/13 Ceiling (inclusive of ODCs): \$111,961.33 Labor Hours Not to Exceed 1,300 total hours ODC ceiling (inclusive of administrative fees): \$(b)(4) (Option Line Item) Fully Funded Obligation Amount \$111,961.33</p>				Option	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$146,944.75

## **STATEMENT OF WORK**

### **USER SUPPORT AND CONSULTING FOR WEB CONTENT MANAGEMENT SYSTEM (WebCMS2)**

#### **Period of Performance:**

December 12, 2011 – December 11, 2012 plus Optional 12-month period through December 11, 2013

#### **Background:**

EPA currently utilizes a Web Content Management System (WCMS) which is built on Documentum Web Publisher. EPA uses the standard Documentum repository but has customized the Web Publisher interface to implement the standard EPA templates and to assist in the process of the creation of metadata. In addition, EPA has implemented the Crown Partners Web Composer (<http://www.crownpartners.com/home/index.jsp>) to supplement core Documentum functionality. Plans (current as of the writing of this SOW in September 2011) are to conduct a production-pilot test of the Drupal WCMS beginning this fall. If successful, it will replace the Documentum-based system.

#### **Purpose:**

The purpose of this task order is to provide user support and training for EPA's Documentum WCMS users during its phase-out period. It will also include some support to the users and developers as EPA conducts the Drupal WCMS production pilot.

#### **Reporting Requirements:**

The contractor shall deliver reports including a report submitted on a monthly basis indicating the number of hours worked and monthly accomplishments. It will also be necessary for the contractor to provide a breakdown of price associated with specific tasks. The TOCOR shall establish an appropriate schedule for project status reports as listed in the table of deliverables and the contractor may request additional meetings if needed. These meetings will normally be attended by the TOCOR or the ATOCOR, other staff members as needed, and by appropriate customer representatives.

#### **Clearance Required:**

The data to be used with the applications will be free of Confidential Business Information (CBI). As a result, no management control plan is necessary for this procurement, however there may be financial data that is sensitive in nature and will be used to support specific business requirements.

#### **Scope of Work**

This task order shall provide the processes and procedures for providing WCMS user support and training, troubleshooting and unit testing, problem tracking, and supporting the development and testing of new functionality in a WCMS.

#### **Personnel Requirements**

Contractor support staff shall be accessible via email (group mail box as appropriate) and

phone. They shall be available during hours of business established by the CO or TOCOR.

The necessary knowledge, skills, and attitude/aptitude of support personnel shall include:

- Experience and expertise with the Documentum Web Publisher WCMS as modified by the US EPA
- Familiarity with Crown Partners' Web Composer as implemented by the US EPA
- Proficiency and comfort with a broad range of computer applications
- Proficiency in HTML coding
- Some proficiency with JavaScript (JS) and Cascading Style Sheets (CSS)
- Familiarity with other WCMS applications, including but not limited to Drupal
- Excellent verbal communications skills with the ability to communicate technical topics to non-technical staff

## **Task Descriptions**

### **Task 1: Task Order Management**

The contractor shall manage and coordinate all activities, beginning with a detailed project plan for providing the support. The contractor shall be responsible for staffing, providing quality products and deliverables, and administrative reporting including financial reporting. The contractor and the TOCOR shall meet as needed, but no less frequently than quarterly for project planning and assessment.

#### **Task 1 Deliverables**

Project Plan	10 business days after award
Project Status Meeting (PSM)	As needed, in coordination with the TOCOR; no less frequently than quarterly
Project Status Meeting Report	2 <sup>nd</sup> business day after PSM
Monthly Project Status Reports	TBD by TOCOR

### **Task 2: Documentum WCMS User Support & Training**

The contractor shall provide customer support to EPA staff and support contractors who are managing content within the EPA Documentum WCMS. This support shall include, but not be limited to:

- Via Webinars and remote desktop sharing, training new customers in the use of the WebCMS, using materials and curricula provided by EPA;
- Correcting customer problems with migrated content including page content and metadata;
- Diagnosing and troubleshooting problems with WebCMS use;
- Resolving and documenting problems with WebCMS use;
- Escalating unresolved problems to appropriate federal staff and system and application administrators;
- As a part of other support functions, monitoring WebCMS operations and notifying the TOCOR and appropriate system administrators of issues and problems;
- Maintaining a customer web-accessible database of issues and their resolution (as a part of the customer-service function); and
- Tracking all support requests from receipt to resolution. This log shall contain the set of items requested by the TOCOR but the minimum shall include the customer name, organization, WebCMS folder, brief statement of the problem, and action taken.



### Task 2 Deliverable

Biweekly Support Summary Report

Bi-weekly on alternate Wednesdays via email, covering the previous two-week period.

### **Task 3: Drupal Production Pilot Support**

On an as needed/as directed basis, the contractor shall provide limited consulting and customer support to EPA staff and development contractors who are conducting the production pilot of the Drupal WCMS. This support may include, but not be limited to:

- Via Webinars and remote desktop sharing, training new customers in the use of the WebCMS, using materials and curricula either developed by the contractor or provided by EPA;
- Correcting customer problems with content including page content and metadata;
- Consulting and providing guidance to EPA and to its development contractors;
- Diagnosing and troubleshooting problems with WCMS;
- Resolving and documenting problems with WCMS;
- Escalating unresolved problems to appropriate federal staff and system and application administrators and developers;
- Participating in unit-testing and regression testing of functions in the pilot WCMS;
- Maintaining a customer web-accessible database of issues and their resolution (as a part of the customer-service function); and
- Tracking all support requests from receipt to resolution. This log shall contain the set of items requested by the TOCOR but the minimum shall include the customer name, organization, WCMS area, brief statement of the problem, and action taken.

### Task 3 Deliverable

Biweekly Support Summary Report

Bi-weekly on alternate Wednesdays via email, covering the previous two-week period.

## Task Order Performance Quality Requirements

The TOCOR will review the deliverables and services work using the following acceptance criteria:

- Adherence to schedule and budget
- Tasks staffed for successful completion of requirements
- Contractor responsiveness to TOCOR requests and inquiries
- Coordination with other groups is handled in a timely and diplomatic manner. This applies especially to supported customers and developer and NCC personnel, with whom the contractor will work closely in all phases of the effort.

## Methodology for Work Tasks

All work performed by the contractor must adhere to the policies and guidance in the following manuals:

- EPA EPAAR Manual.
- EPA Personal Computer Security Manual.
- EPA Information Resources Management Policies Manual.
- EPA Information Security Manual.
- EPA Operations and Maintenance Manual.
- EPA Systems Design & Development Guidance
- NTSD Operational Policies Manual.
- The EPA Web Guide see <http://yosemite.epa.gov/oei/webguide.nsf/homepage/>

These policies and guidance documents will be made available by the TOCOR or ATOCOR for Contractor review, upon request.

All work performed by the contractor shall be done at the contractor location with the exception of the following:

- Meetings and support tasks scheduled at an EPA location
- Special requests for a meeting at an off-site location
- The need to do part of the work at the EPA National Computer Center.
- Web Workgroup Conferences or other conference venues

## Reporting Requirements

The contractor shall produce all monthly reports in accordance with the deliverables table (TBD) and submit them within ten (10) working days after the close of the contractor invoice cycle, consisting of the hours worked, and a summary of the progress toward the completion of all requirements of the contract. This shall include current month data, as well as year-to-date data in both hours and dollars.

Each monthly technical status report and financial status report shall be delivered electronically to the Contracting Officer and TOCOR and ATOCORs.

## **TERMS & CONDITIONS**

### **Option to Extend the Term of the Task Order**

The Government may extend the term of the awarded task order by written notice to the Contractor within 30 days, provided that EPA has given the Contractor a preliminary written notice to extend at least 60 days before the task order expires. The preliminary notice does not commit the Government to an extension. If the Government exercises this option, the task order shall be considered to include this option. The total duration of the task order including the exercising of any option periods shall not exceed 24 months.

If the Government chooses to exercise the option to extend the term of the awarded task order, the task order may not be re-competed among the Vendors on the SES<sup>3</sup> BPA. The Government will not issue a task order request for quote to cover the additional period of performance if:

- (1) It is determined that exercising the option is advantageous to the Government considering price and availability of funds and;
- (2) Performance has been acceptable under the terms and conditions of the contract.

### **EPAAR 1552.217-75 Option to extend the effective period of the contract—time and materials or labor hour contract.**

Option To Extend the Effective Period of the Contract—Time and Materials or Labor Hour Contract (APR 1984)

(a) The Government has the option to extend the effective period of this contract for 1 additional period(s). If more than sixty (60) days remain in the contract effective period, the Government, without prior written notification, may exercise this option by issuing a contract modification. To unilaterally exercise this option within the last 60 days of the effective period, the Government must issue written notification of its intent to exercise the option prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option.

(b) If the option(s) are exercised, the "Ceiling Price" will be modified to reflect a new and separate ceiling price of \$111,961.33 for the option period.

(c) The "Effective Period of the Contract" will be modified to cover a base period from 12/12/11 to 12/11/12 and option periods from 12/12/12 to 12/11/13.

(End of clause)

## **Key Personnel**

EPAAR 1552.237-72 Key personnel.

As prescribed in 1537.110, insert the following contract clause when it is necessary for contract performance to identify Contractor key personnel.

Key Personnel (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

Stephen Gant, Task Order Manager  
Patrick Campbell, Technical Expert

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

(End of clause)

## **Compliance with Information Technology Guidelines**

All contractor work must comply with pertinent Federal and EPA information processing and telecommunications standard and procedural guidelines. The contractor shall also comply with the Federal Information Processing and Standards (FIPS), published by the National Institute for Standards and Technology (NIST). The contractor shall also comply with EPA's IT Architecture Roadmap and related implementation decisions, and EPA technical and operational standards as issued by its technology services organizations. The contractor shall observe the policies, procedures and formats published at [www.epa.gov/irmpoli8](http://www.epa.gov/irmpoli8) - *IM & IT Policies That Affect Contractors Performing Work through EPA Issued Contracts*.

## **Confidentiality Agreement**

In the event that confidential or sensitive information may be given to or obtained by the Contractor in connection with or in the process of this solicitation, the Contractor and Contractor's personnel may be required to execute a confidentiality agreement. It will be incumbent upon the Contractor to ensure that any and all confidential information it receives by whatever means is kept confidential and is not released to any person or entity that is not required to have such information as a part of the preparation of a quote in response to this PWS.

**Protection of EPA Data**

The EPA's environmental databases, applications, and systems are a primary resource of the United States and appropriate protection of their integrity, confidentiality, and availability is an absolute necessity. The contractor shall ensure that work performed under this Task Order does not compromise the security of these systems or data contained therein, and shall execute a security program that protects their integrity, confidentiality, and availability consistent with EPA security policy. Any security breach shall be identified, closed, and reported in accordance with established EPA policies and procedures at the earliest possible time. The SES<sup>3</sup> contractor staff must be fully aware of and liable for unauthorized access by their staff. The contractor shall defend against this type of unauthorized access through policy and technical means, including appropriate background checks to help ensure trustworthiness of contractor employees.

**Conformance to EPA Standards and EPA and Federal Policy**

The contractor shall abide by all EPA regulations, policies, and procedures in effect during the Task Order period of performance. Please refer to the SES3 Blanket Purchase Agreement performance work statement for additional information.

**Contracting Officer Representatives (CORs)**

CORs include the BPA Project Officer (BPAPO), Deputy BPA Project Officer (DPAPO), Task Order COR (TOCOR), Deputy TOCOR (DTOCOR), and Technical Monitors (TM). Only a COR may issue TDDs, work requests, and technical direction. Only a COR may call meetings with customers, end-users, or clients. The contractor may schedule meetings with CORs. Meetings seeking technical clarification that does not involve tasking are informal in nature and do not require COR coordination.

**Technical Direction**

(a) The BPA Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on task order performance.

(b) Individuals other than the BPA Project Officer may be authorized to provide technical direction. A TOCOR, Technical Monitor, or other designee is authorized to provide technical direction, subject to the limitations set forth below, only on his/her task order.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in accomplishing the Performance Work Statement.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the scope of the BPA and the task order performance work statement. The BPA Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the BPA, task order; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the BPA, task order; (4) alters the period of performance; or (5) changes any of the other expressed terms or conditions of the BPA, task order.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical directive document will be forwarded to the Contracting Officer and the BPA Project Officer.

**Other Direct Costs and Travel**

(1) Other Direct Costs--Other Direct Costs (ODCs) are items which are allowable and allocable direct costs to the task order for which EPA may reimburse the Contractor. Such items shall be charged in accordance with the Contractor's established and accepted accounting practices



except as stated below. The Task Order COR (TOCOR) may provide approval for materials and supplies up to \$500.00 (for a single item or a related group of items). For costs beyond \$500, the EPA Contracting Officer's approval is required. This consent is only intended to be a determination of technical reasonableness and is not a pre-determination as to the allowability of these costs. Equipment is considered to be "facilities" for the purpose of Part 45 of the Federal Acquisition Regulation and, with certain exceptions, may not be reimbursed as a direct charge to the contract.

(2) Travel—Travel up to of \$1,000.00 for a single trip (e.g. one trip for 3 people or 1 trip for 1 person) is allowable as a charge to this task order with prior written consent of the TOCOR. Travel in excess of \$1,000.00 for a single trip (e.g. one trip for 3 people or 1 trip for 1 person) is not allowable as a charge to this task order without prior written consent of the Contracting Officer. Except as explicitly set forth below, the Contractor shall be reimbursed for allowable and allocable travel costs actually incurred by and paid to the Contractor's employees, provided such costs do not exceed the amount that would be payable to an employee of the Environmental Protection Agency conducting the same travel while on Government business. In determining the dollar value of allowable contractor employee travel costs, the limitation of the Federal Travel Regulations effective on the date of travel will apply to contractor employees to the same extent they apply to Federal Government employees.

(3) The Contractor may be required to furnish to the Contracting Officer documentary proof of every travel expenditure that exceeds twenty-five dollars (\$25), including receipts for common carrier transportation expenditures. Bona fide lodging receipts may be required to be submitted by the Contractor along with the monthly invoices.

(4) The Contractor may elect to reimburse its employees for meals and incidental expenses (as defined in the Federal Travel Regulations) on a per diem basis, and the Contractor will be reimbursed for such payments. In no event shall the reimbursement allowed under this provision exceed the standard per diem for meals and incidental expenses allowable under the Federal Travel Regulations.

(5) To the maximum extent practicable consistent with travel requirements, the Contractor agrees to use the reduced air transportation and hotel/motel rates and services provided through available Government discount air fares and lodging rates for bona fide employees' travel that is otherwise reimbursable as a direct cost pursuant to this contract when use of such rates results in the lowest overall cost. The Contractor shall submit requests, including pertinent information, for specific authorization to use these rates to the Contracting Officer.

#### **Treatment of Confidential Business Information**

(a) The Task Order COR or his/her designee, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this task order. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the task order; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return the CBI to the TOCOR or his/her designee, whenever the information is no longer required by the Contractor for performance of the work required by the task order, or upon completion of the task order.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these task order conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include these provisions, including this paragraph (b), in all subcontracts awarded pursuant to this task order that require the furnishing of CBI to the subcontractor.

### **Handling Confidential Business Information**

The Contractor shall notify the Government if any situation arises where contractor personnel may have had access to confidential business information, or sensitive information. The situation shall be handled in accordance with CBI related clauses in the contract and the Contractor shall promptly deliver the material to the TOPO for appropriate action.

### **Release of Contractor Confidential Business Information**

(a) The EPA may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this task order, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this task order or other contracts, the Contractor hereby consents to a limited release of its CBI.

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et. al., and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.); the

Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(e) The Contractor agrees to include these provisions, including this paragraph (e), in all subcontracts at all levels awarded pursuant to this task order that require the furnishing of confidential business information by the subcontractor.

### **Government Contractor Relations**

(a) The Government and the Contractor understand and agree that the services to be delivered under this task order by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the task order between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this task order shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(c) Employee Relationship:

(1) The services to be performed under this task order do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of Employee Benefits: This task order does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this task order are not subject to Federal income tax withholdings.

(2) Payments by the Government under this task order are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this task order.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this task order.

(5) The entire consideration and benefits to the Contractor for performance of this task order is contained in the provisions for payment under this task order.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor task order activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within 5 calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within 5 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) confirm that the conduct is in violation and when necessary direct the mode of further performance;

(ii) countermand any communication regarded as a violation;

(iii) deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) in the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.